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In the Supreme Court of the United States

OCTOBER TERM, 1979

No. 79-1669

FIRST BANK OF OAK PARK, an Illinois banking corporation,
Petitioner,

vs.

UNITED CALIFORNIA BANK, a California banking corporation,
Respondent.

On Petition for a Writ of Certiorari to the Court of Appeal
of the State of California
First Appellate District, Division Two

Respondent's Brief in Opposition

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On Petition for a Writ of Certiorari to the Court of Appeal of the State of California First Appellate District, Division Two

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Respondent's Brief in Opposition

Respondent United California Bank ("UCB") respectfully requests that this Court deny the petition for writ of certiorari, seeking review of the decision of the Court of Appeal of the State of California, First Appellate District, Division Two. That decision is reported at 98 Cal.App.3d 439, 159 Cal.Rptr. 607 and is reproduced as Appendix A to the petition.

QUESTION PRESENTED

Is an Illinois bank subject to *in personam* jurisdiction in California in a suit arising from the Illinois bank's creation

of a false certificate of deposit, when the Illinois bank derives an economic benefit from the transaction and knows that its customer will use the certificate of deposit fraudulently to obtain a loan from a California bank?

STATEMENT OF THE CASE

Because First Bank of Oak Park ("Oak Park") carefully elides the critical factual findings of the California Court of Appeal, it is necessary to correct the petition's statement of the case. Oak Park's factual recitation attempts to create the impression that all Oak Park did here was issue a certificate of deposit like any of the thousands of certificates issued each day by banks across the country. The California court found otherwise and, based on that factual determination, held California had *in personam* jurisdiction over Oak Park.

In February 1975, General John S. Gleason ("Gleason") applied to Oak Park for an unsecured, $350,000 loan to finance a grape-growing venture in California (O'Keefe, 13-15; Ott, 39, 52-53; de Moya, 25-27.)[1] At that time, Gleason already had outstanding from Oak Park a $50,000 unsecured loan (O'Keefe, 6; Ott, 16, 63; de Moya, 48) which Oak Park had had difficulty collecting (Ott, 30-31).

Because of those difficulties, Oak Park refused Gleason's request for the $350,000 loan. (Ott, 64.) As O'Keefe, chairman of Oak Park's executive committee explained, "in its present form we didn't feel the credit was acceptable." (O'Keefe, 17.) Oak Park's president, de Moya, also thought Gleason a questionable credit risk:

> I told him that he had not handled his obligations properly at First Bank of Oak Park. . . . He didn't

1. The references are to the three depositions of which the Court of Appeal took judicial notice. "C.T." references are to pages of the Clerk's Transcript on Appeal. The depositions and the Clerk's Transcript are part of the certified record transmitted to this Court under its Rule 21(2).

> give prompt attention to maturity dates, dates of notes, interest notices, and requests for payment programs. (de Moya, 30-31.)

Undaunted, Gleason returned to Oak Park shortly thereafter with a new proposal which Oak Park did accept. Under this new scheme, Oak Park loaned $350,000 to Gleaco Corporation ("Gleaco"), a company wholly owned by Gleason. (C.T., 31.) That $350,000, however, never left Oak Park's vault. Instead, by intra-bank transfer, Oak Park credited Gleaco with a $350,000 deposit and gave Gleaco a non-negotiable $350,000 certificate of deposit to evidence the transaction. (C.T., 25:4-8; O'Keefe, 21-22, de Moya, 48.) Since Oak Park could offset the loan against the deposit at any time, this transaction was risk-free to it.

Moreover, as part of the deal, the interest payable to Gleaco on the certificate of deposit was automatically applied against the interest due Oak Park on the loan. Oak Park sent Gleason bills only for the amount by which interest on the loan exceeded interest on the certificate of deposit. (Ott, 76, 123-128; de Moya, 65.) The record does not reveal the precise amount of the interest differential. However, by law it could not have been less than one percent per annum, or $3,500 per year. (12 C.F.R. § 329.4(h); Ott, 92.)

Thus, the transaction created a riskless profit for Oak Park and a guaranteed loss for Gleaco. Gleaco had agreed to pay at least $3,500 per year for a piece of paper, the certificate of deposit, which though seeming to evidence a $350,000 deposit, could be rendered worthless at any time by Oak Park's offsetting its loan. Standing alone, the transaction made no economic sense.

The Oak Park loan-certificate-of-deposit transaction was, of course, never intended to stand alone. Gleason still wanted a real $350,000 loan to finance his California grape-growing venture, and he intended to use the certificate of deposit to get that loan.

Oak Park was fully aware of this fact. At the time it issued the certificate of deposit, Oak Park's president knew that Gleason was on his way to California to discuss financing with a California bank. (de Moya, 32, 39.) Gleason told Oak Park's principal officers that he intended to use the certificate of deposit to obtain that financing. (Ott, 60, 65-66, 96; de Moya, 48.) Oak Park also knew exactly how Gleason would use the certificate to get that financing:

> Q. [Counsel] How did you believe he was going to use the C.D.?
>
> [... colloquy between counsel]
>
> A. [de Moya] Well, one way to do it would be to take the certificate of deposit to another bank, borrow the money, and put that certificate of deposit up as collateral for the loan with the lending bank notifying First Bank of Oak Park that it held as collateral, and asking acknowledgment of that assignment from First Bank of Oak Park.... (de Moya, 49-51.)

Armed with the certificate of deposit, Gleason proceeded to fulfill Oak Park's expectations. He came to California and, by assigning the Oak Park certificate of deposit as collateral, obtained from First State Bank of Northern California ("Northern") the $350,000 which Oak Park had refused to lend him in the first place. (C.T., 27, 30, 31, 33-34.)[2]

On March 6, 1975, Northern wrote Oak Park that it had made the $350,000 loan to Gleason secured by an assign-

2. The fact that the certificate of deposit was issued by *Oak Park* undoubtedly helped induce Northern to accept it as collateral. Northern could hardly expect to be defrauded by a sister bank which owned 15 percent of Northern's capital notes. (C.T., 57:18-22; 71:6-8, 173.)

ment of the certificate of deposit. (C.T., 28, 35, 54:1-3.)[3] Thereafter, UCB purchased a 90 percent participation in Northern's loan and took possession of the certificate of deposit.

Oak Park's reservations about Gleason's credit-worthiness proved prescient. In February, 1976, both Gleason and Gleaco filed bankruptcy. (C.T., 3:6-8, 28.) Shortly thereafter, Oak Park offset the balance due on its loan to Gleaco against the certificate of deposit, leaving a zero balance as collateral for Northern and UCB. (C.T., 3:13-23, 28.)

Oak Park's machinations with Gleason and Gleaco thus came to their predictable end. Without attempting to collect from the guarantor of its loan to Gleaco, and without notice to Northern or UCB, Oak Park brought its sham loan-certificate-of-deposit deal full circle, leaving Northern and UCB with worthless collateral and a bankrupt borrower.

Partly as a result of this transaction, Northern's financial condition deteriorated beyond repair. It was closed by the California Superintendent of Banks on May 21, 1976. The Federal Deposit Insurance Corporation ("FDIC") later stepped in as receiver. (C.T., 27.)

On January 27, 1977, UCB brought this action against Oak Park to recover its damages resulting from Oak Park's creation of, and offset against, the certificate of deposit. (C.T., 1-9.) Oak Park moved to quash service of summons, claiming California lacked personal jurisdiction over it, and also moved to dismiss the action on forum non conveniens grounds. (C.T., 10-25.) The trial court granted the motion to quash. (Petition, Appendix C.)[4] The Court of Appeal reversed and remanded the case for trial, and the

3. In their depositions, Oak Park's officers claimed they never saw this letter. (de Moya, 91-95; Ott, 82-90; O'Keefe, 46-47.)

4. The trial court did not rule on Oak Park's motion to dismiss, its ruling on the motion to quash having rendered the motion to dismiss moot.

California Supreme Court denied a hearing. (Petition, Appendices A, B.)

REASONS WHY THE WRIT SHOULD BE DENIED

1. The Petition Is Based on a Misstatement of Facts.

Oak Park's entire argument is based on a view of the facts totally at variance with those the California Court of Appeal found true.

Oak Park urges that it should not be dragged to California because all it did was issue a certificate of deposit in Illinois, an act "not wrongful, improper or violative of any banking regulation." (Petition, 8.) According to Oak Park, the certificate "could have been assigned to any bank in any state," and it was only through the "unilateral activity of Gleason" that the certificate found its way to California. (*Id.*, at 10.) Oak Park baldly asserts that it "did not set loose upon California banks an instrument which, without more, would have an 'effect' in California because it was 'worthless.'" (*Id.*, at 9.) In sum, Oak Park argues that all it did was issue a certificate of deposit like thousands of others issued every day, and it should not be hauled before California courts "merely because [it] has issued a certificate of deposit which has been assigned to a California bank." (*Id.*, at 15.)

The California Court of Appeal found an entirely different set of facts to be true. Unlike the thousands of other certificates of deposit issued daily, the lower court found that Oak Park's certificate was issued with the proceeds of a loan from Oak Park. (Opinion, A1-A2.)[5] Since Oak Park could call the loan at any time and offset it against the certificate of deposit, the certificate did not truly evidence any bank indebtedness despite its contrary appearance. (See C.T., 31.)

5. "Opinion" references are to the California Court of Appeal opinion as reproduced in Appendix A to the petition.

More importantly, the Court of Appeal found that Oak Park knew from the outset that the certificate would be taken to California and would be used there to defraud a California bank. According to the Court of Appeal, "Oak Park's officers knew that Gleason intended to use the certificate of deposit to obtain financing for a grape-growing venture in California, and that the certificate of deposit would be worthless security for the loan issued in California because Oak Park could cancel the certificate against its own loan to Gleaco." (Opinion, A2.) The Court of Appeal further concluded: "An examination of the record makes it abundantly clear that respondent, Oak Park, issued the certificate of deposit knowing that Gleason intended to take it to California and use it as security for a loan, and that the security would be worthless because of Oak Park's right of offset." (*Id.*, at A4.)

If all Oak Park had done here was issue a normal certificate of deposit, it would be correct in arguing that it did not submit itself to California jurisdiction. But those are not the facts the California Court of Appeal found to be true. The lower court found that Oak Park had knowingly and intentionally participated in and aided a scheme to use worthless security to defraud a California bank.[6] The facts

6. Oak Park argues that Northern could have protected itself against this fraud by perfecting its security interest in the certificate of deposit through notice to Oak Park of the assignment. (Petition, 8, 9-10.) This argument is fallacious. First, there is evidence that Northern did notify Oak Park of the assignment. (C.T., 28, 35, 54:1-3.) Second, Oak Park never would have acknowledged that assignment because by doing so it would have lost its right of offset, its $350,000 loan would no longer have been riskless, and it would have been in precisely the same position as if it had accepted Gleason's original loan proposal. Third, contributory negligence is no defense to a fraud action; "no rogue should enjoy his ill-gotten plunder for the simple reason that his victim is by chance a fool." (*Chamberlin v. Fuller*, 59 Vt. 247, 256, 9 A. 832, 836 (1887); Prosser, Torts 716-717 (4th ed. 1971).)

the lower court found make California's assertion of jurisdiction eminently reasonable.

This Court does not, of course, "grant a certiorari to review evidence and discuss specific facts." (*United States v. Johnston,* 268 U.S. 220, 227 (1925).) "Even where a question of fact may have constitutional significance, we normally accord findings of state courts deference in reviewing constitutional claims here." (*Time, Inc. v. Firestone,* 424 U.S. 448, 463 (1976).)

As shown in the Statement of the Case portion of this brief, there was ample, if not overwhelming, evidence to support the Court of Appeal's factual findings. There is no reason for this Court to grant certiorari simply to second-guess the lower court's factual determinations.

2. The Facts of This Case Are Unique.

The petition should also not be granted because a decision in this case would not eliminate harmful precedent or guide determination of future cases. The facts of this case are unique.

This Court's prior jurisdictional decisions have all been in cases involving recurrent factual situations. *Kulko v. Superior Court,* 436 U.S. 84 (1978) concerned a typical child-custody and support problem between parents living in different states. *World-Wide Volkswagen Corp. v. Woodson,* 100 S.Ct. 559 (1980) involved a common local sale of goods later removed to another state by the buyer without the seller's knowledge. *Rush v. Savchuk,* 100 S.Ct. 571 (1980) involved the constantly recurring *Seider v. Roth* problem of a non-resident defendant insured by a resident insurance company. In all of these cases, the Court's decision provided important guidance to lower courts since the

factual pattern of the case which the Court decided was typical of a recurring problem or transaction.

Such is not the case here. While thousands of ordinary certificates of deposit are issued every day by banks across the country, few if any of those certificates are issued against the proceeds of a totally offsetting loan from the issuing bank. Fewer still are the certificates of deposit issued by a bank which knows the certificate will be taken to a foreign state for use in defrauding a foreign bank. And this is undoubtedly the only case in which despite such knowledge, the bank not only made the offsetting loan and certificate of deposit, but also called the loan, offset it against the certificate, and thus rendered the foreign bank's security worthless.

In short, a decision in this case will not resolve any common or recurring problem; it will necessarily be limited to the unique facts of this case. By the same token, the Court of Appeal's opinion, even if wrong, will not adversely affect the development of the law governing personal jurisdiction; that opinion, too, is limited by the highly unusual facts of this case. (*See General Council v. Superior Court,* 99 S.Ct. 35, 38 (Rehnquist, J., in chambers).)

3. The Court of Appeal Applied the Proper Jurisdictional Test.

As the Court of Appeal correctly noted, this case is governed by the jurisdictional "theory that if a defendant has caused effects in this state by his out-of-state act or omission, the state may exercise jurisdiction over the defendant. [Citations.]" (Opinion, A3.)

This "effects" test of jurisdiction is a direct outgrowth of this Court's decision in *McGee v. International Life Ins. Co.,* 355 U.S. 220 (1957). (See Opinion, A3 n. 4; Restatement (Second) of Conflict of Laws § 37, Comment a (1971).) In *Kulko v. Superior Court,* 436 U.S. 84, 96 & n. 11 (1978),

this Court quoted with apparent approval the precise language used by the Court of Appeal in this case to define the "effects" test. (See Opinion, A3.)[7]

The "effects" test has been codified in section 37 of the Restatement (Second) of Conflict of Laws and has been followed by numerous decisions of the state and federal courts.[8]

The legal test which the Court of Appeal applied was proper.

4. The Court of Appeal Correctly Applied the Effects Test to the Facts of This Case.

The California Court of Appeal reached the correct result applying the "effects" test to the facts it found to be true.

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7. Oak Park argues that the Court of Appeal incorrectly adopted the California Supreme Court decision in *Kulko* "[a]s its primary authority and guide for applying the 'effects test of jurisdiction,'" even though this Court reversed that decision. (Petition, 7.) This argument mischaracterizes the Court of Appeal's opinion, which cites *Kulko* only twice and specifically finds *Quattrone v. Superior Court*, 44 Cal.App.3d 296, 118 Cal.Rptr. 548 (1975) to be "controlling in this case." (Opinion, A4.) The argument also mischaracterizes this Court's decision in *Kulko*. This Court did not reject the "effects" test in that case; it merely held that the California Supreme Court had misapplied the test to the particular facts of that case.

8. *See, e.g., Murphy v. Erwin-Wasey, Inc.*, 460 F.2d 661, 663-664 (1st Cir. 1972); *Leasco Data Processing Equip. Corp. v. Maxwell*, 468 F.2d 1326, 1341, 1342 (2d Cir. 1972); *In-Flight Devices Corp. v. Van Dusen Air, Inc.*, 466 F.2d 220, 226-228 (6th Cir. 1972); *Honeywell, Inc. v. Metz Apparatewerke*, 509 F.2d 1137, 1143-1144 (7th Cir. 1975); *Fulton v. Chicago, R.I. & P. R.R.*, 481 F.2d 326, 331 (8th Cir. 1973), cert. denied *sub. nom. Soo Line R.R. v. Fulton*, 414 U.S. 1040 (1973); *Data Disc, Inc. v Systems Technology Assoc., Inc.*, 557 F.2d 1280, 1288-1289 (9th Cir. 1977); *Powder Horn Nursery, Inc. v. Soil & Plant Lab., Inc.*, 20 Ariz.App. 517, 514 P.2d 270 (1973); *Smith v. Temco*, 252 S.2d 212 (Miss. 1971); *Young v. Gilbert*, 121 N.J.Super. 78, 296 A.2d 87 (1972); *Roland v. Modell's Shoppers World*, 92 N.J.Super. 1, 222 A.2d 110 (1966); *Singer v. Walker*, 21 App.Div.2d 285, 250 N.Y.S.2d 216 (1964).

Oak Park's acts in Illinois plainly caused dire effects in California. By creating the false certificate of deposit with the proceeds of the offsetting loan, Oak Park caused a California bank to make a loan based on worthless security. By then calling its loan and offsetting against the certificate, Oak Park rendered the California bank's loan uncollectable. Partly as a result of this financial disaster, the California bank has been closed and placed in receivership.

The nature of these effects makes California's assertion of jurisdiction reasonable. As in *McGee v. International Life Ins. Co., supra*, so here California treats these in-state effects as exceptional and subjects them to intensive regulation. (See *Quattrone v. Superior Court*, 44 Cal.App.3d 296, 305-306, 118 Cal.Rptr. 548 (1975).) As state-chartered banks, both UCB and Northern were closely regulated in all aspects of their business and particularly in the types and amounts of loans they made and the types and values of security they took for those loans. (Cal. Fin. Code, §§ 1220-1236; Cal.Admin.Code, tit. 10, ch. 1.) California's elaborate regulatory structure is designed to protect state-chartered banks from unwise and unsafe lending practices, to protect the banks' solvency and to guard their customers' deposits. (*State Sav. etc. Bank v. Anderson*, 165 Cal. 437, 446, 132 P. 755 (1918); *Savings Bank v. Burns*, 104 Cal. 473, 480, 38 P. 102 (1894).) In fact, California's regulation of its state banks is intended to prevent the very harmful effects which Oak Park here caused: substantial losses of fraudulent loans, which contribute to the forced closure of a state-chartered bank with consequent loss to the bank's customers and to the banking system in general.[9]

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9. Contrary to Oak Park's argument (petition, 10), bank regulation is very much designed to "insulate . . . . banks from the stupidity and cupidity of their actions" for the greater security of

Oak Park's relationship to California also makes that state's assertion of jurisdiction reasonable. Despite its protestations of ignorance and innocence, Oak Park was found to have known from the outset of this transaction that the sole reason Gleason was willing to enter into the offsetting loan-and-certificate-of-deposit deal was to obtain the inherently false certificate for use in fraudulently securing a loan from a California bank.[10] Unlike the car dealer in *World-Wide Volkswagen* who had no particular reason to suspect that his customer would take the car to Oklahoma, Oak Park knew all along that its certificate was to be used in California.[11] Oak Park could reasonably anticipate that California's courts would assert jurisdiction over it to protect California citizens against the fraudulent scheme in which Oak Park so willingly participated.

Furthermore, Oak Park's profit from its misdeeds makes California's assertion of jurisdiction reasonable. (See *Sibley v. Superior Court*, 16 Cal.3d 442, 447, 128 Cal.Rptr. 34,

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the banks' depositors and the banking system in general. (*See, e.g.*, Roosevelt, F.D., Radio Address (March 12, 1933); reproduced in White, Banking Law 32-33 (1976).)

10. Oak Park is wrong in arguing that this case involves mere "foreseeability" of the use of the certificate in California. (Petition, 10.) Nor was Gleason's act of bringing the certificate to California "unilateral." (*Ibid.*) The Court of Appeal found that Oak Park knew from the outset that the certificate would be used in California and knew that such use was the only reason why Gleason asked for the certificate in the first place. (Opinion, A2, A4.)

11. Oak Park's argument that the Court of Appeal "resurrect[ed] the rule of *Harris v. Balk* . . ." (petition, 12-13) falters on this same factual finding. The Court of Appeal opinion does not subject a bank which issues a normal certificate of deposit to the jurisdiction of any state to which the certificate-holder may carry it. All the lower court's decision holds is that where, as here, the issuing bank knows that the sole reason for its issuance of the certificate of deposit is to defraud a bank in a particular foreign state, that other state has jurisdiction over the issuing bank.

546 P.2d 322 (1976).) By reason of the difference in interest rates between its loan and its certificate of deposit, Oak Park earned at least $3,500 per year on a transaction which was riskless to it. The relationship between that economic benefit and the dire effects Oak Park caused in California was direct and compelling as the Court of Appeal found, not "tenuous" as Oak Park contends. (*Compare,* Opinion, A4-A5 *with* petition, 11.) Oak Park's riskless loan-and-certificate-of-deposit transaction and the profit Oak Park earned from it would not have occurred but for the anticipated and actual fraudulent use of the certificate in California. Gleason told Oak Park that was his purpose in obtaining the certificate. He would not otherwise have agreed to pay at least $3,500 per year for a worthless piece of paper. Since fraudulent use of the certificate in California was the linchpin of the entire transaction, Oak Park cannot claim that its profit from the deal is somehow unrelated to the fraud in California. But for that fraud, Oak Park would not have earned a dime.

In sum, the Court of Appeal correctly applied the "effects" test to the unique facts of this case, holding that Oak Park had caused effects in California and that the nature of those effects and of Oak Park's relationship to California were such as to make California's assertion of jurisdiction reasonable.

5. The Balance of Conveniences Favors California.

Oak Park's final argument (petition, 13-14) is that the balance of conveniences in this case requires an Illinois forum, not a California one. Oak Park is wrong.

As this Court said in *World-Wide Volkswagen, supra,* 100 S.Ct. at 564-565, "the burden on the defendant, while

always a primary concern, will in an appropriate case be considered in light of other relevant factors, including the forum State's interest in adjudicating the dispute [citation]; [and] the plaintiff's interest in obtaining convenient and effective relief. . . . [Para.] The limits imposed on state jurisdiction by the Due Process Clause, in its role as a guarantor against inconvenient litigation, have been substantially relaxed over the years."

Here, California has a strong interest in adjudicating this dispute. As already noted, the case involves a fraud perpetrated on California's heavily regulated banking industry. California has demonstrated at least as strong an interest in protecting its banks as in *McGee* it exhibited in protecting its consumers of insurance. (See *Abbott Power Corp. v. Overhead Electric Co.*, 60 Cal.App.3d 272, 280-282, 131 Cal.Rptr. 508 (1976).)

UCB also has a strong interest in litigating its claim in California. Its offices, documents, witnesses and damages are all located in California. As receiver for Northern, FDIC has sued UCB in California state court, asserting that UCB's offset of amounts it owed Northern against the loss UCB suffered on the Gleason loan is improper. (Opinion, A2; C.T., 2:24-3:3.) In this action, UCB seeks a declaration that Oak Park is liable to UCB for any amount UCB must pay FDIC in its action. (C.T., 3:24-4:6.) UCB has a strong interest in having this case and the FDIC action tried in the same court so that it will not be subject to varying adjudications of the same facts. To that end, UCB will shortly file a motion to consolidate the FDIC action with this case. Obviously, if UCB is forced to litigate its claim in Illinois, none of these benefits of a California forum will be available to it.

Oak Park's counterbalancing interests are not so strong. While Oak Park's witnesses and documents are in Illinois, there is no reason to believe that "petitioner's defense [is] far from mobile." (Petition, 13-14.) California procedure permits depositions to be taken of witnesses located in foreign states and permits such depositions to be used at trial if the witness cannot be brought to California. (Cal. Code Civ. Proc., §§ 2016(d)(3), 2018(a), 2019, 2024.) Oak Park has not found it difficult to travel to California when its interests so required. (C.T., 24:22-25:3.)

It is true that Oak Park has been sued by the FDIC in Illinois on claims arising out of this same transaction. But UCB cannot protect its interests in that litigation. As the FDIC's action against UCB in California demonstrates, the FDIC is not UCB's stalking horse. If UCB's action against Oak Park goes forward in California, Oak Park may be inconvenienced by having to litigate in two different states claims arising from the same transaction. But UCB would be equally inconvenienced were it required to sue Oak Park in Illinois, for then it would have to defend the FDIC's action in California while pursuing Oak Park in a distant forum.

"In any balancing of the conveniences, a real showing of convenience by a plaintiff who has sued in his home forum will normally outweigh the inconvenience the defendant may have shown." (*Koster v. Lumbermans Mutual Co.*, 330 U.S. 518, 524 (1947).) UCB has made such a showing of real convenience; it outweighs the inconvenience Oak Park claims.

CONCLUSION

The petition for certiorari should be denied. Oak Park's argument for granting the writ is founded upon a version of the facts not accepted by the lower court. The unique facts of this case are not likely to be repeated; no decision in this case will have any widespread precedential effect.

Furthermore, the California Court of Appeal's decision is based upon a correct legal test properly applied to the facts which that court found to be true. The balance of conveniences as well as the relevant legal doctrines favor a California forum for this litigation.

Respectfully summitted,

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